

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

HOBBS CONSTRUCTION , LLC	§	PLAINTIFF
	§	
v.	§	Civil No. 1:12CV281-HSO-RHW
	§	
DEVELOPMENT ENTERPRISES, ET AL.	§	DEFENDANTS

JUDGMENT BY DEFAULT

THIS CAUSE came before the Court on the Motion of Defendant/Counter-Plaintiff, Balch & Bingham LLP (“Counter-Plaintiff”), for a Default Judgment, pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, against the Defendant, Development Enterprises, Inc. (“Defendant”), as to Counter-Plaintiff’s Counterclaim/Crossclaim to Interplead Funds (“Counterclaim”). The Court finds that Defendant has been duly served with Counter-Plaintiff’s Counterclaim; that Defendant is not an infant or unrepresented incompetent person; that Defendant has failed to plead or otherwise defend as to Counter-Plaintiff’s Counterclaim; and a default [39] was duly entered against Defendant on November 20, 2012.

Accordingly,

IT IS, THEREFORE, ORDERED AND ADJUDGED that, the Motion for Default Judgment [46] filed on December 5, 2012, by Balch & Bingham, LLP, against Defendant Development Enterprises, Inc. is **GRANTED**.

IT IS, FURTHER, ORDERED AND ADJUDGED that, judgment is entered against Defendant, Development Enterprises, Inc., in favor of Counter-

Plaintiff, Balch & Bingham LLP, as to its Counterclaim/Crossclaim to Interplead Funds against Defendant.

IT IS, FURTHER, ORDERED AND ADJUDGED that, in accordance with the documentary evidence received by the Court in support of Counter-Plaintiff's Counterclaim, as more fully set forth in the Agreed Order Allowing Interpleader, Granting Discharge, and Awarding Attorney's Fees [47], entered simultaneously herewith, Counter-Plaintiff Balch & Bingham LLP, shall have and recover from Defendant, those damages set forth in such Agreed Order.

SO ORDERED AND ADJUDGED, this the 12th day of December, 2012.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE